



CHAPTER 2.

An Act to confirm a conditional agreement between the Trustees of the will of the late Sir Humphrey de Trafford Baronet and the Manchester Ship Canal Company for the sale of lands forming part of the De Trafford Estates in the county of Lancaster on the terms therein appearing. A.D. 1921.

[17th August 1921.]

WHEREAS under and by virtue of the following instruments fully recited in the De Trafford Estate Act 1904 (in this Act referred to as "the Act of 1904") namely the will dated the fifth day of May one thousand eight hundred and eighty-three and with three codicils thereto proved in the Manchester District Probate Registry on the twenty-eighth day of July one thousand eight hundred and eighty-six of the late Sir Humphrey de Trafford Baronet (hereinafter called "the Testator") who died on the fourth day of May one thousand eight hundred and eighty-six and an indenture of disentailing assurance and resettlement (in the Act of 1904 and hereafter in this Act referred to as "the resettlement of 1886") dated the thirtieth day of July one thousand eight hundred and eighty-six and made between Sir Humphrey Francis de Trafford of the one part and the Right Honourable Mary Annette de Trafford (commonly and hereinafter called "Lady Mary Annette de Trafford") Augustus Henry de Trafford and Henry Stourton of the other part and duly enrolled and under divers conveyances and assurances which had from time to time been made to the uses of the said will the lands and hereditaments situate in the county of Lancaster described in the

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agreement set forth in the schedule hereto with other hereditaments stood at the date of the passing of the Act of 1904 limited subject as to such of the said hereditaments as were affected thereby to the charges referred to in the Act of 1904 as "the paramount charges" to uses under which the said Sir Humphrey Francis de Trafford was tenant for life in possession thereof without impeachment of waste with remainder to the use of Humphrey Edmund de Trafford the eldest son of the said Sir Humphrey Francis de Trafford (then an infant) in tail male with divers remainders over in strict settlement:

And whereas by his said will the Testator declared that it should be lawful for every person of full age thereby made tenant for life of his residuary real estate when he or she should be entitled to the possession or receipt of the rents and profits thereof and also for his trustees or trustee during the minority of any person who under his said will would if of full age be entitled to the possession or receipt of the rents and profits of his residuary real estate by deed to grant in fee simple or demise by way of lease for any term of years to take effect in possession or within twelve calendar months after the date of the grant or lease any part of his residuary real estate to any person or persons corporation or public body for the purpose of or subsequently to the same or any other person or persons corporation or public body erecting repairing maintaining enlarging or improving buildings upon or otherwise improving the property so to be granted or demised with or without power for the grantee or grantees lessee or lessees to cut down timber or remove buildings and to apply and dispose of such timber and the materials of such buildings for his or their own use or for such purposes as should be specified in the grant or lease and with or without any liberties privileges easements restrictions or stipulations (in favour of the grantee or grantees or lessee or lessees or of the person or persons for the time being entitled under the uses of his said will) affecting any other part of his residuary real estate or any other property and subject or not subject to any exceptions reservations restrictions or conditions as the person or persons exercising the said power should think expedient having regard to the nature and objects of the grant or lease so as in every such grant in fee simple there should be

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reserved or limited out of the property thereby granted to the uses upon the trusts and with and subject to the powers provisoes and declarations by and in his said will limited contained and declared of and concerning his residuary real estate the best perpetual yearly rentcharge (having regard to the purposes of the grant and the obligations imposed upon the grantee or grantees) to be payable half-yearly or oftener that could be reasonably obtained having regard to any fine or premium taken but so that by any such grant in fee simple or demise by way of lease there might be limited or reserved during any period not exceeding five years from the date of the grant or lease a peppercorn rentcharge or rent or a nominal or other rentcharge or rent either uniform or varying from time to time during the same period less than the full rentcharge or rent to be thereby ultimately limited or reserved and the rentcharge or rent payable for the first year might as to the whole or part thereof be limited or reserved at any time before the expiration of a year from the date of the grant or lease and so as in every such grant in fee simple there should be limited or contained powers of distress and of entry and perception of the rents and profits of the property thereby granted for securing the payment of the rentcharge or rentcharges thereby limited or reserved and so as in every such demise by way of lease there should be contained a condition of re-entry for non-payment within a reasonable time to be therein specified of the rent or rents thereby reserved and so that in every case the grantee or grantees or lessee or lessees should execute a counterpart or duplicate of the grant or lease and thereby covenant for the payment of the rentcharge or rentcharges or rent or rents thereby reserved or made payable and enter into such other covenants as the person or persons exercising such power should think necessary or expedient for securing the due payment of the same rentcharge or rentcharges or rent or rents and for effecting the purposes of the grant or lease and generally for the benefit of the persons who should be successively entitled to his residuary real estate and the execution by the grantor or grantors lessor or lessors of any such grant or lease should as between all persons be sufficient evidence of the due execution of a counterpart thereof And the Testator thereby empowered the person or persons for the time being entitled under his said will to make grants in fee simple or demises by

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And whereas the charges referred to in the Act of 1904 and hereinafter referred to as "the paramount charges" were (1) two jointure rentcharges of two thousand pounds and five thousand pounds respectively limited to the said Lady Mary Annette de Trafford during her life the first by a settlement of the sixteenth day of January one thousand eight hundred and fifty-five and the second by the said will of the Testator (2) a jointure rentcharge of two thousand pounds payable to Dame Violet Alice Maud de Trafford the present wife of the said Sir Humphrey Francis de Trafford in case she survives her said husband during the residue of her life or until she marries again charged under the power of jointuring contained in the said will and (3) any other annual sums for jointures and any annual or gross sums for portions and maintenance which might become charged on the settled estates under the said will :

And whereas the life estate and interest of the said Sir Humphrey Francis de Trafford in the settled estates was at the date of the agreement of the sixteenth day of April one thousand nine hundred and four hereinafter recited charged with large sums of money which were secured upon the said life estate and interest and certain policies of assurance effected by the said Sir Humphrey Francis de Trafford :

And whereas Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew were at the same date the trustees of the said will for the general purposes thereof and also of the resettlement of 1886 :

And whereas by a provisional agreement dated the sixteenth day of April one thousand nine hundred and

four and made between the said Sir Humphrey Francis de Trafford of the one part and the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew of the other part it was agreed that subject to the sanction of Parliament the said Sir Humphrey Francis de Trafford should sell and the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew should buy for the sum of forty-six thousand one hundred and fifty-six pounds the life estate and interest of the said Sir Humphrey Francis de Trafford in the settled estates and the interest of the said Sir Humphrey Francis de Trafford in the said policies of assurance but subject to all charges affecting the settled estates or the said life estate or the said policies :

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And whereas by the Act of 1904 (which received the Royal Assent on the fifteenth day of August one thousand nine hundred and four) it was enacted (section 2) that the powers conferred thereby might be exercised by the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew or the survivors or survivor of them or the executors or administrators of such survivor or other the trustees or trustee for the time being of the said will for the general purposes thereof all of which persons as well as any additional trustee or trustees who might be appointed for the purposes of the Act of 1904 as mentioned in section 3 thereof were thereafter in the Act of 1904 and are hereafter in this Act included in the expression "the trustees" and (section 4) that the powers conferred by the Act of 1904 on the trustees should continue in force and be capable of being exercised by the trustees during the life of the said Sir Humphrey Francis de Trafford and no longer (except as therein mentioned) and (sections 6 and 7) the said agreement of the sixteenth day of April one thousand nine hundred and four authorising the trustees to purchase at the price of forty-six thousand one hundred and fifty-six pounds the said life estate and interest of the said Sir Humphrey Francis de Trafford in the settled estates and the interest of the said Sir Humphrey Francis de Trafford in the said policies of assurance subject to the charges aforesaid and authorising the said purchase price of forty-six thousand one hundred and fifty-six pounds and other moneys amounting altogether to a sum not exceeding eighty thousand pounds to be raised by

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And whereas by an indenture dated the fifth day of October one thousand nine hundred and six and made between the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew of the first part the said Charles Edmund de Trafford and Baron Bellew of the second part Frederick Bartholomew Stapleton Bretherton of the third part the said Lady Mary Annette de Trafford and Frederick Bartholomew Stapleton Bretherton of the fourth part the said Lady Mary Annette de Trafford Charles William Clifford and the said Baron Bellew of the fifth part the said Charles Edmund de Trafford of the sixth part the said Baron Bellew of the seventh part the said Frederick Bartholomew Stapleton Bretherton of the eighth part and the said Lady Mary Annette de Trafford Charles William Clifford and Frederick Bartholomew Stapleton Bretherton of the ninth part after reciting that the said Charles Edmund de Trafford and Baron Bellew were desirous of being discharged from the trusts of the said will of the Testator and also from the trusts of the resettlement of 1886 so far as regarded the general purposes thereof respectively and also from the trusts of the Act of 1904 and that the said Lady Mary Annette de Trafford Charles Edmund de Trafford and

Baron Bellew were desirous of appointing the said Frederick Bartholomew Stapleton Bretherton to be a trustee in the place of the said Charles Edmund de Trafford and jointly with the said Lady Mary Annette de Trafford for all the purposes for which they were thereafter expressed to appoint the said Frederick Bartholomew Stapleton Bretherton to be a trustee but that it was not intended at present to fill up the place of the said Baron Bellew as trustee for such last-mentioned purposes It was witnessed that the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Baron Bellew thereby appointed the said Frederick Bartholomew Stapleton Bretherton to be a trustee in the place of the said Charles Edmund de Trafford and jointly with the said Lady Mary Annette de Trafford for the general purposes of the said will of the Testator and also for the general purposes of the resettlement of 1886 and also to be a trustee in the place of the said Charles Edmund de Trafford and jointly with the said Lady Mary Annette de Trafford for all the purposes of the Act of 1904 And by the same indenture all such estate and interest as immediately before the execution thereof was by any means vested in the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Baron Bellew in the freehold and leasehold hereditaments constituting or forming part of the settled estates as defined by the Act of 1904 or in anywise subject to the uses limitations or trusts of the said will of the Testator or of the resettlement of 1886 or by virtue of the Act of 1904 and the completion of the purchase thereby authorised and whether in fee simple or for any absolute leasehold interest or for the life of the said Sir Humphrey Francis de Trafford but exclusive of the legal estate and interest in any hereditaments vested in them by way of mortgage for securing money subject to the trusts of the said will or of the resettlement of 1886 or raised under the provision of the Act of 1904 was by declaration duly vested in the said Lady Mary Annette de Trafford and Frederick Bartholomew Stapleton Bretherton their heirs executors administrators and assigns respectively as joint tenants upon and for the trusts intents and purposes and with and subject to the powers and provisions upon and for and with and subject to which the same premises ought respectively to have been held under and by virtue of the said will and the resettlement of 1886 and the Act of 1904 and otherwise:

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And whereas by an indenture dated the twenty-fifth day of July one thousand nine hundred and seven and made between the said Lady Mary Annette de Trafford and Frederick Bartholomew Stapleton Bretherton of the first part the said Charles Edmund de Trafford of the second part and the said Lady Mary Annette de Trafford Frederick Bartholomew Stapleton Bretherton and Charles Edmund de Trafford of the third part the said Lady Mary Annette de Trafford and Frederick Bartholomew Stapleton Bretherton appointed the said Charles Edmund de Trafford to be a trustee in the place of the said Baron Bellew and jointly with the said Lady Mary Annette de Trafford and Frederick Bartholomew Stapleton Bretherton for the general purposes of the said will of the Testator and also for the general purposes of the resettlement of 1886 and for all the purposes of the Act of 1904 and the said indenture contained a similar vesting declaration to that contained in the hereinbefore recited indenture of the fifth day of October one thousand nine hundred and six :

And whereas the whole of the said sum of eighty thousand pounds authorised to be raised by the Act of 1904 was raised by the trustees as to forty thousand pounds part thereof by the sale and appropriation of investments and cash representing capital moneys in the hands of the trustees and as to forty thousand pounds (being the residue thereof) by a mortgage dated the twenty-seventh day of September one thousand nine hundred and four and made between the trustees of the first part Ralph Burch Arthur Charles Davidson and Alan Herbert Davidson of the second part Lewis Hewitt of the third part the said Sir Humphrey Francis de Trafford of the fourth part and the Prudential Assurance Company Limited of the fifth part :

And whereas by an agreement (hereinafter called "the agreement of 1913") dated the fourteenth day of July one thousand nine hundred and thirteen and made between the said Sir Humphrey Francis de Trafford of the first part the said Dame Violet Alice Maud de Trafford of the second part the said Humphrey Edmund de Trafford of the third part and the said Lady Mary Annette de Trafford Frederick Bartholomew Stapleton Bretherton and Charles Edmund de Trafford of the fourth part it was agreed that subject to the sanction of the court being obtained as therein mentioned the said Humphrey

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Edmund de Trafford would with the consent of the said Sir Humphrey Francis de Trafford as protector of the settlement (such consent to be given with the sanction of the court) execute such instrument of assurance as might be necessary to bar his estate in tail male in the settled estates and all estates rights interests and powers to take effect after the determination or in defeasance of such estate in tail male to the use that sixty thousand pounds should forthwith be raised with the concurrence of the trustees and in derogation to that extent of the life estate of the said Sir Humphrey Francis de Trafford vested in the trustees by sale or mortgage of the settled estates or part thereof and should be applied in payment of the debts and liabilities of the said Sir Humphrey Francis de Trafford and Dame Violet Alice Maud de Trafford therein mentioned and subject and charged as aforesaid to the use of the said Humphrey Edmund de Trafford in fee simple and that subject to the raising and application as aforesaid of the said sum of sixty thousand pounds all parties thereto would forthwith after the execution and enrolment of such instrument of assurance as aforesaid concur in resettling the settled estates to such uses and subject to such trusts powers and provisions as were shortly specified in the Third Schedule thereto and such other (if any) powers and provisions as the parties thereto might agree or as in default of agreement might be directed by the court such resettlement to be settled by the judge in case the parties differed and by clause 5 of the agreement of 1913 it was further agreed that all parties thereto would in the next session of Parliament concur in promoting a Bill for the purpose of obtaining the sanction of Parliament to such resettlement as aforesaid and for making certain provisions which are made by the De Trafford Estate Act 1914 hereinafter mentioned and for repealing and amending such parts of the Act of 1904 as might be proper to be amended and repealed in order to carry out such resettlement and to give effect to such provisions :

And whereas by an order of the Chancery Division made by the Honourable Mr. Justice Warrington at chambers on the twenty-eighth day of July one thousand nine hundred and thirteen in an action the short title of which is "Re de Trafford deceased de Trafford v. de Trafford 1913 D. 1010" it was ordered that the agreement of 1913 be varied as therein mentioned and that the same

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And whereas by an indenture of disentailing assurance dated the twenty-second day of August one thousand nine hundred and thirteen and made between the said Humphrey Edmund de Trafford of the first part the said Sir Humphrey Francis de Trafford of the second part and Richard Mountford Wood of the third part the said Humphrey Edmund de Trafford with the consent of the said Sir Humphrey Francis de Trafford as protector of the settlement granted and disposed of all and singular the freehold manors messuages farms lands tenements tithes tithe rentcharges rentcharges and hereditaments situate or arising in the several counties of Lancaster Chester Norfolk Leicester Middlesex and Surrey or elsewhere devised by the said will of the Testator and comprised in or assured by the resettlement of 1886 or which were then by any means subject to the subsisting uses or trusts of the said will and the resettlement of 1886 or either of them and all other (if any) the freehold hereditaments of which the said Humphrey Edmund de Trafford then was by any means tenant in tail male at law or in equity under or by virtue of the said will and the resettlement of 1886 or either of them or otherwise unto the said Richard Mountford Wood and his heirs subject to the said yearly jointure rentcharges of two thousand pounds and five thousand pounds payable to the said Lady Mary Annette de Trafford during her life and to the said yearly jointure rentcharge of two thousand pounds payable to the said Dame Violet Alice Maud de Trafford if surviving the said Sir Humphrey Francis de Trafford during her widowhood and subject also to the said mortgage to the Prudential Assurance Company Limited of the twenty-seventh day of September one thousand nine hundred and four and to the portions charged by the indenture of the eleventh day of May one thousand nine hundred and seven hereinafter referred to (all of which were thereafter called "the capital charges") and to the life estate of the said Sir Humphrey Francis de Trafford and the powers annexed thereto but discharged from all estates in tail male or in tail of the said Sir Humphrey Edmund de

Trafford at law or in equity and all estates rights interests and powers to take effect after the determination or in defeasance of such estates in tail male or in tail To the use that the sum of sixty thousand pounds should forthwith be raised with the concurrence of the said Lady Mary Annette de Trafford the said Dame Violet Alice Maud de Trafford and the mortgagees of the life estate of the said Sir Humphrey Francis de Trafford and of the trustees and be applied in manner provided by the agreement of 1913 and subject thereto To the use of the said Humphrey Edmund de Trafford his heirs and assigns for ever :

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And whereas the said indenture of disentailing assurance was duly enrolled in the Central Office of the Supreme Court of Judicature on the twenty-seventh day of August one thousand nine hundred and thirteen :

And whereas pursuant to the agreement of 1913 the settled estates have been duly resettled by an indenture (hereafter referred to as "the resettlement of 1914") dated the eighth day of May one thousand nine hundred and fourteen and made between the said Sir Humphrey Francis de Trafford (thereinafter and in this recital called "the Baronet") of the first part the said Dame Violet Alice Maud de Trafford (thereinafter and in this recital called "Lady de Trafford") of the second part the said Humphrey Edmund de Trafford (thereinafter and in this recital called "Mr. de Trafford") of the third part and the said Lady Mary Annette de Trafford Frederick Bartholomew Stapleton Bretherton and Charles Edmund de Trafford (thereinafter and in this recital called "the present trustees") of the fourth part To the use that the present trustees should in addition to the sum of ninety thousand pounds for portions of the younger children of the Baronet charged by the therein recited indenture dated the eleventh day of May one thousand nine hundred and seven raise certain sums amounting at the maximum to one hundred and sixty thousand pounds for the portions of the younger child or children of the Testator as therein mentioned And subject and charged as aforesaid To the use of Mr. de Trafford for his life with remainder To the use of his first and other sons successively in order of seniority in tail male with remainder To the use of Rudolph Edgar Francis de Trafford (the second son of the Baronet and Lady de

A.D. 1921. Trafford) for his life with remainder To the use of the first and other sons of the said Rudolph Edgar Francis de Trafford successively in order of seniority in tail male with remainder To the use of Raymund Vincent de Trafford (the third son of the Baronet and Lady de Trafford) for his life with remainder To the use of the first and other sons of the said Raymund Vincent de Trafford successively in order of seniority in tail male with remainder To the use of the other sons of the Baronet who might thereafter be born successively in order of seniority in tail male with remainder To the use of the said Charles Edmund de Trafford (the only surviving brother of the Baronet) for his life with remainder To the use of Hubert Edmund Francis de Trafford (the only son of Charles Edmund de Trafford) for his life with remainder To the use of the first and other sons of the said Hubert Edmund Francis de Trafford successively in order of seniority in tail male with remainder To the use of the other sons of the said Charles Edmund de Trafford who might thereafter be born successively in order of seniority in tail male with remainder To the use of Sigismund Cathcart de Trafford (a cousin of the Baronet) for his life with remainder To the use of Geoffrey Edmund de Trafford (the eldest son of the said Sigismund Cathcart de Trafford) for his life with remainder To the use of the first and other sons of the said Geoffrey Edmund de Trafford successively in order of seniority in tail male with remainder To the use of Reginald Francis de Trafford (the younger son of the said Sigismund Cathcart de Trafford) for his life with remainder To the use of the first and other sons of the said Reginald Francis de Trafford successively in order of seniority in tail male with remainder To the use of the other sons of the said Sigismund Cathcart de Trafford who might thereafter be born successively in order of seniority in tail male with remainder To the use of Galfrid Aloysius Cathcart de Trafford (another cousin of the Baronet) for his life with remainder To the use of Sicell Noel de Trafford (the elder son of the said Galfrid Aloysius Cathcart de Trafford) for his life with remainder To the use of the first and other sons of the said Sicell Noel de Trafford successively in order of seniority in tail male with remainder To the use of Ralph Edric Galford Armstrong de Trafford (the younger son of the said Galfrid Aloysius Cathcart de Trafford) for his life with remainder To the use of the first and other sons of the said Ralph Edric

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Galford Armstrong de Trafford successively in order of seniority in tail male with remainder To the use of the other sons of the said Galfrid Aloysius Cathcart de Trafford who might thereafter be born successively in order of seniority in tail male with remainder To the use of Charles Alan Cathcart de Trafford (another cousin of the Baronet) for his life with remainder To the use of the first and other sons of the said Charles Alan Cathcart de Trafford successively in order of seniority in tail male with remainder To the use of Henry Joseph de Trafford (another cousin of the Baronet) for his life with remainder To the use of the first and other sons of the said Henry Joseph de Trafford successively in order of seniority in tail male with remainder To the use of Thomas Cecil de Trafford (another cousin of the Baronet) for his life with remainder To the use of the first and other sons of the said Thomas Cecil de Trafford successively in order of seniority in tail male with remainder To the use of Herman Saint Michael de Trafford (another cousin of the Baronet) for his life with remainder To the use of the first and other sons of the said Herman Saint Michael de Trafford successively in order of seniority in tail male with remainder To the use of Oswald de Trafford (another cousin of the Baronet) for his life with remainder To the use of the first and other sons of the said Oswald de Trafford successively in order of seniority in tail male with remainder To the use of Robert Ashton de Trafford (another cousin of the Baronet) for his life with remainder To the use of the first and other sons of the said Robert Ashton de Trafford successively in order of seniority in tail male with remainder To the use of Edward Aloysius de Trafford (another cousin of the Baronet) for his life with remainder To the use of the first and other sons of the said Edward Aloysius de Trafford successively in order of seniority in tail male with remainder To the use of the first and other sons of Mr. de Trafford successively in order of seniority in tail with remainder To the use of the first and other daughters of Mr. de Trafford successively in order of seniority in tail with remainder To the use of the first and other sons of the said Rudolph Edgar Francis de Trafford successively in order of seniority in tail with remainder To the use of the first and other daughters of the said Rudolph Edgar Francis de Trafford successively in order of seniority in tail with remainder To the use of the first and other sons of the said Raymund Vincent de

A.D. 1921. Trafford successively in order of seniority in tail with remainder To the use of the first and other daughters of the said Raymund Vincent de Trafford successively in order of seniority in tail with remainder To the use of the other sons of the Baronet who might thereafter be born successively in seniority in tail with remainder To the use of Violet Mary de Trafford (the only daughter of the Baronet) for her life with remainder To the use of the first and other sons of the said Violet Mary de Trafford successively in order of seniority in tail male with remainder To the use of the first and other sons of the said Violet Mary de Trafford successively in order of seniority in tail with remainder To the use of the first and other daughters of the said Violet Mary de Trafford successively in order of seniority in tail with remainder To the use of the other daughters of the Baronet who might thereafter be born successively in order of seniority in tail with remainder To the use of Mr. de Trafford in fee simple :

And whereas by the De Trafford Estate Act 1914 (in this recital referred to as "the Act of 1914") it was enacted (section 1 subsection (1)) that the Act of 1914 and the De Trafford Estate Act 1904 (in this recital referred to as "the Act of 1904") might be cited together as the De Trafford Estate Acts 1904 and 1914 (section 2 subsection (1)) that the trustees or trustee for the time being of the Act of 1904 should be the trustees or trustee for the purposes of the Act of 1914 and they she or he are thereafter referred to as "the trustees of the Acts" (section 2 subsection (2)) that the trustees of the Acts should during the life of the said Sir Humphrey Francis de Trafford be the trustees for the purposes of the Settled Land Acts 1882 to 1890 of the compound settlement or compound settlements constituted by the following instruments or any two or more of them (namely) the settlement of the sixteenth day of January one thousand eight hundred and fifty-five recited in the Act of 1904 the said will of the Testator the resettlement of 1886 the resettlement of 1914 and the Act of 1914 and after the death of the said Sir Humphrey Francis de Trafford the trustees or trustee for the time being of the resettlement of 1914 should be the trustees or trustee for the purposes aforesaid of the said compound settlement or compound settlements and (section 3) the raising of the said sum of sixty thousand pounds and the application thereof as

therein mentioned and the resettlement of 1914 and all the limitations trusts powers and provisions thereof were ratified and declared to be valid and effectual : A.D. 1921.

And whereas the principal sum of forty thousand pounds owing to the Prudential Assurance Company Limited on the security of the said indenture of mortgage dated the twenty-seventh day of September one thousand nine hundred and four and all interest thereon have been fully paid and satisfied and by an indenture of reconveyance dated the twenty-sixth day of August one thousand nine hundred and eighteen and made between the Prudential Assurance Company Limited of the one part and the trustees of the other part the Prudential Assurance Company Limited conveyed and released unto the trustees all and singular the freehold lands and hereditaments comprised in or conveyed by the said indenture of mortgage save and except such of the same as had been sold or otherwise released from the security made by the same indenture To hold the same unto the trustees subject as to such of the premises as were thereby affected respectively to such of the paramount charges as were prior to the life interest of the said Sir Humphrey Francis de Trafford but discharged from all principal money secured by and all claims and demands under the said indenture of mortgage and so subject and so discharged as aforesaid To the use of the Prudential Assurance Company Limited for all such estate term or terms of years or interest as was or were secured to that company by the Prudential life estate securities therein mentioned or any of them and so as to confirm the same but subject to such right or equity of redemption as was then subsisting in the premises on payment of the principal moneys and interest thereby secured and to such of the other mortgage securities mentioned in the said indenture of mortgage as affecting the life estate of the said Sir Humphrey Francis de Trafford as were still subsisting To the uses upon the trusts and subject to the powers and provisions to upon or subject to which the premises then stood limited under or by virtue of the said will of the Testator the resettlement of 1886 and the resettlement of 1914 and the exercise of any power of charging in the said will settlement and resettlement or any of them contained and the De Trafford Estate Acts 1904 and 1914 or otherwise :

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And whereas the only subsisting charges now affecting the fee simple of the estates subject to the subsisting limitations of the said will of the Testator the resettlement of 1886 and the resettlement of 1914 and the provisions of the De Trafford Estate Acts 1904 and 1914 are the following (that is to say) :—

- (1) The paramount charges :
- (2) The sum of ninety thousand pounds for portions of the younger children of the said Sir Humphrey Francis de Trafford charged by the said indenture of the eleventh day of May one thousand nine hundred and seven :

And whereas the said Sir Humphrey Francis de Trafford has been married once only (namely) to the said Dame Violet Alice Maud de Trafford and besides his eldest son the said Humphrey Edmund de Trafford there has been issue of the said marriage three younger children (namely) Rudolph Edgar Francis de Trafford Raymund Vincent de Trafford and Violet Mary de Trafford all of whom have attained the age of twenty-one years :

And whereas on the second day of October one thousand nine hundred and seventeen the said Humphrey Edmund de Trafford intermarried with the Honourable Cynthia Cadogan :

And whereas there has been issue of the said marriage two daughters only (namely) Ann de Trafford born on the fourteenth day of July one thousand nine hundred and eighteen and Mary de Trafford born on the twenty-third day of February one thousand nine hundred and twenty :

And whereas on the twenty-ninth day of January one thousand nine hundred and nineteen the said Violet Mary de Trafford intermarried with the Honourable Rupert Oswald Derek Keppel :

And whereas there has been no issue of such marriage :

And whereas the only subsisting charges now affecting the life estate of the said Sir Humphrey Francis de Trafford in the settled estates are the following (that is to say) :—

- (A) The sum of three hundred and eighty-one thousand six hundred and thirty-three pounds twelve shillings (being the balance of a sum of four hundred and twenty-five thousand pounds)

owing to the Prudential Assurance Company Limited and now carrying interest at six and one half per cent. per annum secured by an indenture or mortgage dated the ninth day of August one thousand nine hundred and four and made between the said Sir Humphrey Francis de Trafford of the first part Robert Edmund Campbell of the second part and the Prudential Assurance Company Limited of the third part which mortgage was for a term certain which expired on the first day of March one thousand nine hundred and fourteen :

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- (B) The sum of twenty-three thousand pounds (being the balance of a sum of twenty-five thousand pounds) secured with interest at four and a half per centum per annum by three several indentures dated respectively the twenty-fourth day of July one thousand nine hundred and two the eleventh day of December one thousand nine hundred and two and the sixteenth day of March one thousand nine hundred and three and all of which under an indenture of transfer dated the ninth day of August one thousand nine hundred and four are now vested in Arthur Charles Davidson :

And whereas the persons now living and entitled to estates for life or estates in tail male or tail general in remainder on the life estate of the said Sir Humphrey Francis de Trafford now vested in the trustees of the settled estates under the limitations of the resettlement of 1914 are the following (that is to say) :—

- (A) Humphrey Edmund de Trafford :
- (B) Rudolph Edgar Francis de Trafford :
- (C) Raymund Vincent de Trafford :
- (D) Charles Edmund de Trafford :
- (E) Hubert Edmund Francis de Trafford :
- (F) Sigismund Cathcart de Trafford :
- (G) Geoffrey Edmund de Trafford :
- (H) Galfrid Aloysius Cathcart de Trafford :
- (I) Sicell Noel de Trafford :
- (J) Charles Alan Cathcart de Trafford :
- (K) Herman Saint Michael de Trafford :

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- (L) Oswald de Trafford :
- (M) Robert Ashton de Trafford :
- (N) Edward Aloysius de Trafford :
- (O) Ann de Trafford infant daughter of the said
Humphrey Edmund de Trafford :
- (P) Mary de Trafford infant daughter of the said
Humphrey Edmund de Trafford :
- (Q) Violet Mary Keppel :

all of whom are entitled under the limitations of the resettlement of 1914 to estates for life or estates in tail male or tail general in remainder on the life estate of the said Sir Humphrey Francis de Trafford the said Humphrey Edmund de Trafford being the first tenant for life in remainder on the life estate of the said Sir Humphrey Francis de Trafford and also entitled to the ultimate remainder in fee simple under the resettlement of 1914 :

And the persons now unborn who upon coming into existence may become entitled under the limitations of the resettlement of 1914 are the following (that is to say) :—

- Issue male of Humphrey Edmund de Trafford :
- Issue male of Rudolph Edgar Francis de Trafford :
- Issue male of Raymund Vincent de Trafford :
- Any other sons of Sir Humphrey Francis de Trafford
and their issue male :
- Issue male of Hubert Edmund Francis de Trafford :
- Any other sons of Charles Edmund de Trafford and
their issue male :
- Issue male of Geoffrey Edmund de Trafford :
- Any other sons of Sigismund Cathcart de Trafford
and their issue male :
- Issue male of Sicell Noel de Trafford :
- Any other sons of Galfrid Aloysius Cathcart de
Trafford and their issue male :
- Issue male of Charles Alan Cathcart de Trafford :
- Issue male of Herman Saint Michael de Trafford :
- Issue male of Oswald de Trafford :
- Issue male of Robert Ashton de Trafford :
- Issue male of Edward Aloysius de Trafford :
- Issue female of Humphrey Edmund de Trafford :

Issue female of Rudolph Edgar Francis de Trafford : A.D. 1921.

Issue female of Raymund Vincent de Trafford :

Any other sons of Sir Humphrey Francis de Trafford
and their issue :

Issue male of Violet Mary Keppel :

Issue female of Violet Mary Keppel :

Any other daughters of Sir Humphrey Francis de
Trafford and their issue :

And whereas the above-mentioned persons living and
to come into existence are the only persons whose estates
or interests in the settled estates are intended to be
affected by the provisions of this Act :

And whereas the lands described in the agreement
scheduled to this Act are situate in the neighbourhood of
the docks and railways of the Manchester Ship Canal
Company and the company are desirous of acquiring the
said lands for the purposes of their undertaking on the
terms of the scheduled agreement.

And whereas it is considered expedient and for the
benefit of the settled estates and all persons interested
therein that such provisions should be made as are in this
Act contained for confirming the scheduled agreement
and making the same binding on the parties thereto and
all persons interested in the settled estates and for enabling
the said agreement to be carried into effect :

And whereas the objects aforesaid cannot be attained
without the authority of Parliament :

Wherefore Your Majesty's most dutiful and loyal
subjects Lady Mary Annette de Trafford Frederick
Bartholomew Stapleton Bretherton and Charles Edmund
de Trafford the present trustees under the said will and
the resettlements of 1886 and 1914 and the De Trafford
Estate Acts 1904 and 1914 do most humbly beseech Your
Majesty that it may be enacted and be it enacted by the
King's most Excellent Majesty by and with the advice
and consent of the Lords Spiritual and Temporal and
Commons in this present Parliament assembled and by
the authority of the same as follows (that is to say):—

1. This Act may be cited for all purposes as the De Trafford Estate Act 1921. Short title.

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Interpre-
tation.

2. In this Act the following expressions have the meanings hereby assigned to them unless there be something in the subject or context inconsistent with or repugnant to such meanings:—

Expressions having a special meaning assigned to them in the preamble shall have the same meaning throughout this Act:

The expression "the trustees" includes the said Lady Mary Annette de Trafford Frederick Bartholomew Stapleton Bretherton and Charles Edmund de Trafford and the survivors and survivor of them and the executors and administrators of such survivor or other the trustees or trustee for the time being under the said will and resettlements of 1886 and 1914 and the De Trafford Estate Acts 1904 and 1914:

The expression "the company" means the Manchester Ship Canal Company.

Scheduled
agreement
confirmed.

3. The scheduled agreement is hereby confirmed and made binding on the parties thereto and also on all other persons from time to time interested or claiming to be interested whether beneficially or as trustees or otherwise in the lands to be conveyed under the same agreement.

Parties
empowered
to convey
lands to
company.

4. The trustees during the life of the said Sir Humphrey Francis de Trafford and after his death the said Humphrey Edmund de Trafford and every person of full age entitled in succession to him under or by virtue of the resettlement of 1914 to the possession or receipt of the rents and profits of the settled estates and the trustees during the minority of any person so entitled shall have full power to convey all or any part of the said lands mentioned or referred to in the scheduled agreement to the company on the terms thereof without the necessity of any concurrence or consent of any other person or persons interested or claiming to be interested under the said will or the resettlements of 1886 and 1914 or any exercise of the powers therein contained or any resettlement of the settled estates and to execute all conveyances and instruments and to do all acts and things necessary or proper for carrying the said agreement into effect.

Apportion-
ment as
between
capital and
income.

5. The trustees shall have full power to determine in all cases whether any money (other than yearly rent-charges) received under or by virtue of the scheduled

agreement by the trustees or by any person or persons for the time being entitled to the possession or receipt of the rents and profits of the settled estates are to be considered as capital or income and to apportion any moneys so received as between capital and income and every such determination and apportionment shall be binding upon all persons entitled to any estate or interest in the settled estates or the income thereof. A.D. 1921.

6. All the costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall except so far (if at all) as they may be otherwise provided for be paid by the trustees out of capital moneys forming part of the settled estates. Costs of Act.

7. Saving and reserving always to the King's most Excellent Majesty His heirs and successors and to all other persons bodies politic or corporate and their respective heirs successors executors administrators and assigns (other than the persons by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever in to or out of upon and with respect to the settled estates and any and every part thereof respectively as they every and any of them respectively had before the passing of this Act or could or might have had or enjoyed if this Act had not been passed. General saving.

8. The following persons and their respective executors administrators and assigns are excepted out of the general saving contained in the last preceding section of this Act and are accordingly the only persons bound by the provisions of this Act (that is to say):— Exceptions from general saving.

- (A) Humphrey Edmund de Trafford and the heirs of his body :
- (B) Rudolph Edgar Francis de Trafford and the heirs of his body :
- (C) Raymund Vincent de Trafford and the heirs of his body :
- (D) Any other sons of Sir Humphrey Francis de Trafford :
- (E) Charles Edmund de Trafford and the heirs of his body :
- (F) Hubert Edmund Francis de Trafford and the heirs male of his body :

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- (G) Any other sons of Charles Edmund de Trafford and the heirs male of their respective bodies :
- (H) Sigismund Cathcart de Trafford and the heirs male of his body :
- (I) Geoffrey Edmund de Trafford and the heirs male of his body :
- (J) Any other sons of Sigismund Cathcart de Trafford and the heirs male of their respective bodies :
- (K) Galfrid Aloysius Cathcart de Trafford and the heirs male of his body :
- (L) Sicell Noel de Trafford and the heirs male of his body :
- (M) Any other sons of Galfrid Aloysius Cathcart de Trafford and the heirs male of their respective bodies :
- (N) Charles Alan Cathcart de Trafford and the heirs male of his body :
- (O) Herman Saint Michael de Trafford and the heirs male of his body :
- (P) Oswald de Trafford and the heirs male of his body :
- (Q) Robert Ashton de Trafford and the heirs male of his body :
- (R) Edward Aloysius de Trafford and the heirs male of his body :
- (S) Ann de Trafford and Mary de Trafford infant daughters of the said Humphrey Edmund de Trafford and the heirs of their respective bodies :
- (T) Violet Mary Keppel and the heirs of her body :
- (U) All other persons (if any) who may become entitled to any estate or interest in the settled estates under or by virtue of the resettlement of 1914 or any exercise of the powers therein contained or any resettlement of the settled estates :
- (V) The said Lady Mary Annette de Trafford Frederick Bartholomew Stapleton Bretherton and Charles Edmund de Trafford as trustees of the said will and resettlements of 1886 and 1914 and of the De Trafford Estate Acts 1904 and

1914 and as trustees for the purposes of this Act: A.D. 1921.

(w) The trustees of any such resettlement as aforesaid:

(x) The company their successors and assigns.

9. This Act shall not be a public Act but shall be printed by the several printers to the King's most Excellent Majesty duly authorised to print the statutes of the United Kingdom and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges justices and others. Act not public but to be evidence.

A.D. 1921. The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the thirtieth day of January one thousand nine hundred and twenty-one between the Right Honourable MARY ANNETTE DE TRAFFORD (commonly called "Lady Mary Annette de Trafford") of Irwell Bank Eccles in the county of Lancaster widow FREDERICK BARTHOLOMEW STAPLETON BRETHERTON of the Hall Rainhill in the said county of Lancaster a Major in His Majesty's Army and CHARLES EDMUND DE TRAFFORD of Hothorpe Theddingworth in the county of Northampton Esquire (hereinafter called "the Vendors") of the one part and THE MANCHESTER SHIP CANAL COMPANY (hereinafter called "the Company") of the other part.

WHEREAS by the Manchester Ship Canal Act 1885 the Company were incorporated for the purpose of making and maintaining the Manchester Ship Canal docks railways and works therein mentioned with power to purchase and dispose of lands and other property for the purpose of their undertaking :

And whereas after the passing of the Act of 1885 Sir Humphrey de Trafford Baronet (now deceased) agreed to sell and the Company agreed to purchase for the general purposes of their undertaking (as referred to in section 28 of the Manchester Ship Canal (Alteration of Works) Act 1888) certain large additional areas of lands in order to enable the Company to develop and increase the traffic along the canal :

And whereas by the Act of 1888 certain of the works authorised by the Act of 1885 were abandoned and the Company were authorised to construct certain other works in variation extension and substitution of the works authorised by the Act of 1885 with a view to largely increasing and extending the scope of the Company's undertaking :

And whereas at the time of the purchase of the said lands from Sir Humphrey de Trafford Baronet hereinbefore referred to the Company owing to various causes were unable to acquire lands sufficient in area and quantity to enable them to properly and efficiently develop their undertaking :

And whereas at the present time owing to the large increase in the volume of traffic using the canal and with a view to further increasing such traffic and otherwise for further developing their undertaking to the best advantage

the Company require further large additional areas of lands and for the purposes aforesaid have agreed with the Vendors to purchase and the Vendors have agreed with the Company to sell the hereditaments hereinafter described upon the terms and conditions hereinafter appearing : A.D. 1921.

And whereas under and by virtue of their statutory powers the Company are authorised to acquire the said hereditaments for the purposes aforesaid :

And whereas the said hereditaments (with other hereditaments) now stand limited and settled to the uses and with and subject to the powers and provisions declared and contained in the will dated the fifth day of May one thousand eight hundred and eighty-three of the late Sir Humphrey de Trafford Baronet deceased an indenture of disentailing assurance and resettlement dated the thirtieth day of July one thousand eight hundred and eighty-six and made between Sir Humphrey Francis de Trafford Baronet of the one part and Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton of the other part and duly enrolled the De Trafford Estate Act 1904 an indenture of resettlement dated the eighth day of May one thousand nine hundred and fourteen and made between the said Sir Humphrey Francis de Trafford Baronet of the first part Dame Violet Alice Maud de Trafford his wife of the second part Humphrey Edmund de Trafford of the third part and the Vendors of the fourth part and the De Trafford Estate Act 1914 :

And whereas the Vendors are the present trustees of the said will and indentures of resettlement and of the said Estate Acts of 1904 and 1914 :

Now it is hereby agreed and declared as follows :—

1. Subject to the sanction of Parliament being obtained as hereinafter mentioned the Vendors shall sell and the Company shall purchase for the consideration and on the terms and conditions hereinafter appearing the inheritance in fee simple in possession free from incumbrances (except as hereinafter mentioned) of and in all and singular the lands and hereditaments (hereinafter called "the said land") situate at Stretford and Davyhulme in the county of Lancaster containing in the whole one thousand acres or thereabout which said land is by way of identification and not of restriction or enlargement delineated in the plan annexed hereto and therein coloured red The sale is to include the full and exclusive benefit subject to all liabilities of the De Trafford Light Railway Order 1919 so far as the Vendors can lawfully sell and assign the same and the Company and their nominees shall accordingly be the sole shareholders of the company incorporated by the said

A.D. 1921. Order and any shares in the last-mentioned company which have already been subscribed or paid for by the Vendors or any other persons shall be allotted or transferred to the Company and/or their nominees. The sale shall also include the full and exclusive benefit of the protective clauses granted to the Vendors by section 48 of the Manchester Corporation Act 1911 and section 28 of the Lostock Light Railways Order 1919 so far as the same relate to the said land.

2. On or before the twenty-ninth day of September one thousand nine hundred and twenty-one the said land shall be conveyed to the Company or as they may direct in plots of such quantities as may be agreed upon between the surveyor for the time being of the Vendors and the surveyor for the time being of the Company in consideration of yearly rentcharges amounting in the aggregate to eight thousand pounds and increasing (subject to the provisions for release and extinguishment hereinafter contained) to twenty-five thousand pounds at the expiration of fourteen years from the first day of January one thousand nine hundred and twenty-one (on which date the said rentcharges shall commence to run) by annual increases in accordance with the table contained in the First Schedule hereto. Provided that none of the rentcharges payable in respect of any of the said plots of land shall exceed the sum of five hundred pounds per annum at its maximum amount. Such rentcharges shall be first charges upon the said respective plots of land and shall also be charged upon the tolls and rates authorised by and payable to the Company under the special Acts of the Company or otherwise and shall be payable half-yearly on the thirtieth day of June and the thirty-first day of December in every year. And in addition and without prejudice to all rights and remedies conferred by the Lands Clauses Consolidation Act 1845 and the Acts amending the same or otherwise conferred by statute the said respective rentcharges shall be made payable and secured by deed in a form to be agreed between the solicitors for the Vendors and the solicitors for the Company.

3. From and after the completion of the purchase and for the purpose of further securing the said yearly rentcharges payable to the Vendors as aforesaid the Company shall develop the said land as part of their undertaking in an efficient manner and as speedily as possible and for that purpose shall construct and provide on the said land from time to time as necessity may arise railways roads sewers drains and all other necessary works and equipment.

4. As and when the Company shall construct upon any portion of the said land for the purposes of their undertaking any buildings or works other than any constructed under paragraph 1 of the Second Schedule hereto they shall pay for such

portion of the said land so used for the purpose of such buildings or works at such a price as shall be agreed upon between the Vendors and the Company or failing agreement as shall be determined by arbitration as hereinafter provided in addition to the yearly rentcharges payable under clause 2 hereof in respect of the portion of the said land so used as aforesaid. The amount of such price shall be brought into account and dealt with in accordance with paragraphs 3 or 5 and 9 of the said Second Schedule as the case may be.

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5. In the event of any portions of the said land being sold by the Company as surplus lands the provisions contained in the said Second Schedule (which shall in all respects operate and have effect as if the same formed part of this agreement) shall apply and take effect.

6. In consideration of the premises and as part of the terms of this agreement the Company shall have the option of acquiring at any time within ten years from the first day of January one thousand nine hundred and twenty-one the two hundred and five acres and thirty poles or thereabouts of land belonging to the Vendors situate south of Barton Road and shown in the plan annexed hereto and thereon coloured blue upon the terms of this agreement *mutatis mutandis*. The said option shall be exercised by the Company by giving not less than twelve calendar months' notice in writing to the Vendors of their intention to exercise the same.

7. The sale and purchase hereby agreed to be made shall be completed on the twenty-ninth day of September one thousand nine hundred and twenty-one at the office of the Vendors' solicitors Messieurs Taylor Kirkman and Mainprice situate at 8 John Dalton Street Manchester.

8. The outgoings will be discharged by the Vendors up to the date fixed for completion as from which day all outgoings shall be discharged by and the rents and profits and possession shall belong to the Company and the rents profits and outgoings shall if necessary be apportioned for the purpose of this provision but the Company shall not be let into actual possession or receipt of the rents and profits until the completion of the purchase and the Company shall on completion pay to the Vendors their proportion of the current rents less their proportion of the current outgoings.

9. The Company shall within twenty-eight days after delivery of the abstract send to the solicitors of the Vendors a statement in writing of all the objections and requisitions (if any) to or on the title or evidence of title to the said land or the abstract of such title or this agreement and subject thereto the title shall be deemed accepted and all objections and requisitions not included in any statement sent within the time

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aforesaid shall be deemed waived and an abstract though in fact imperfect shall be deemed perfect except for the purpose of any further objections or requisitions which could not be taken or made on the information therein contained and an answer to any objection or requisition shall be replied to in writing within fourteen days after the delivery thereof and if not so replied to shall be considered satisfactory and for the purposes of this clause time shall be deemed in all respects as of the essence of the contract.

10. If the Company take any objection or make any requisition which the Vendors are unable or on the ground of expense unwilling to remove or comply with and the Company do not withdraw such objection or requisition within fourteen days after being required so to do the Vendors may by notice in writing delivered to the Company or their solicitors and notwithstanding any intermediate negotiation or litigation rescind this agreement and the Company shall return forthwith all abstracts and papers in their possession belonging to the Vendors and shall not be entitled to make any claim against the Vendors for interest costs compensation or otherwise.

11. The abstract of title shall commence with the said will of the said Sir Humphrey de Trafford dated the fifth day of May one thousand eight hundred and eighty-three and no objection or requisition shall be made in respect of the prior title.

12. The said land is sold and will be conveyed subject to the existing tenancies and to all allowances to and claims for compensation and other rights of the tenants (if any) and to all rights and easements or rights in the nature of easements affecting the same including all rights and easements or rights in the nature of easements vested in or belonging to any public or local authority company or person and in particular to—

- (1) An easement granted in perpetuity to the Manchester Corporation for the construction and maintenance of three lines of water pipes being together twenty-four feet wide in connexion with the Thirlmere Aqueduct including two overflow or discharge drains from the aqueduct to the neighbouring brook and rights of access in two places from Lostock Road to the aqueduct;
- (2) An easement granted in perpetuity to the Manchester Corporation for the construction and maintenance of pipes and culverts being together not more than eighteen yards wide between the sewage works at Davyhulme and Barton Road;
- (3) An easement granted in perpetuity to the Manchester Corporation for the construction of a public footpath

six feet wide from the said sewage works to Barton Road ; A.D. 1921.

- (4) An easement granted to the Manchester Corporation for the construction and maintenance of water pipes near Barton Locks ;
- (5) An easement granted to the Barton Rural District Council for the construction and maintenance of a sewer along the line of the public footpath referred to above ;
- (6) An easement granted to the Barton Rural District Council for the construction and maintenance of a sewer of not more than two feet in diameter near Bent Lanes ;
- (7) An easement offered to the Barton Rural District Council for the construction and maintenance of a sewer between the Bridgewater Canal and the outfall sewers of the Manchester Corporation including a storm overflow sewer from the outfall sewers to the brook ;
- (8) A right of way and to erect and maintain poles overhead cables and wires granted to Taylor Brothers and Company Limited by an indenture dated the twenty-eighth June one thousand nine hundred and eighteen and made between the Vendors of the one part and Taylor Brothers and Company Limited of the other part over and along the land indicated by a brown line on the said plan ;
- (9) Various rights of way indicated upon the said plan.

13. The said land is also sold subject to all quit chief and other rents and incidents of tenure (if any) and to all rights of adjacent owners and to any subsisting liability to maintain and repair walls fences dykes roads sewers and drains and to all other outgoing (if any) affecting the same.

14. If before the completion of the purchase the Vendors have expended any money in complying with any requirements in respect of the said land enforceable against them and made after the date of this agreement by any public or local authority whether as to paving flagging sewerage drainage or otherwise howsoever the Company shall on completion of the purchase repay to the vendors the amount so expended by them such amount to be treated as part of the cost of development and shall indemnify the vendors against all claims and demands in respect thereof.

15. No evidence shall be required of the identity of the said land with the property to which a title is shown by the abstract but the Company shall be furnished at their own

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expense if they so require with a statutory declaration by some competent person that the said land has for twelve years or upwards next preceding the date of this agreement been held and enjoyed in accordance with the title shown thereto.

16. The conveyances to the Company shall be prepared by the Vendors and engrossed by and at the expense of the Company and the Vendors shall be entitled to a duplicate of each such conveyance to be prepared engrossed executed and stamped by and at the expense of the Company.

17. The Vendors will on completion hand over to the Company the official form of acknowledgment issued by the office of the Inland Revenue upon production of which the appropriate increment value denoting stamp on the conveyances of the said land may be procured. The Vendors will pay such sum or sums of money which are or may become due to the Commissioners of Inland Revenue for undeveloped land duty in respect of the said land up to the date of completion as and when such sum shall be demanded by the Commissioners of Inland Revenue and shall indemnify the Company in respect thereof.

18. The Vendors being trustees shall be required to give only the statutory covenant implied by reason of their conveying and being expressed to convey as trustees and no other covenant for title shall be required.

19. The Vendors will retain all documents of title relating to any property not comprised in this sale and will give at the cost of the Company a statutory acknowledgment of the right of the Company to production of the documents so retained and to delivery of copies thereof and being trustees they shall not be required to give any undertaking or covenant for safe custody thereof.

20. The said land is believed to be and is to be taken as correctly described and the outgoings in respect thereof are believed to have been correctly stated and no inadvertently incorrect statement error or omission in this agreement or otherwise made with reference to the said land shall annul the sale or entitle the Company to be discharged from their purchase and neither the Vendors nor the Company shall claim or be allowed any compensation in respect thereof.

21. The Company shall on the completion of the purchase pay to Mr. Henry Giles the surveyor of the Vendors the sum of three thousand one hundred and fifty pounds in full discharge of his fees and expenses present and future for and in connexion with the negotiation and completion of the sale of the said land and shall also pay to Messieurs Taylor Kirkman and Mainprice the solicitors of the Vendors the sum of five thousand two

hundred and fifty pounds in full discharge as against the Company of their charges and disbursements present and future in connexion with the deduction of the Vendors' title to the said land and the preparation and completion in duplicate of the assurances to the Company And the Company shall also repay to Messieurs Taylor Kirkman and Mainprice all reasonable fees paid by them to counsel for settling this agreement and other documents necessary to complete the sale to the Company.

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22. This agreement is subject to the following conditions (namely):—

- (1) The full release of the Vendors in respect of the said land from an agreement dated the twenty-ninth day of November one thousand nine hundred and seventeen and made between the Vendors of the one part and the Cheshire Lines Committee of the other part:
- (2) The sanction of this agreement by Parliament as provided in the next following clause hereof:
- (3) The completion of an agreement between the Company and the Cheshire Lines Committee relating to connexions for and working of railway traffic passing between the Company's Manchester Dock Railways the main line railways and the said land.

23. A Bill shall forthwith be promoted in Parliament with the concurrence or consent of all necessary persons willing to concur therein or consent thereto by and at the expense of the Vendors for the purpose of obtaining the sanction of Parliament to this agreement which shall be scheduled to the Bill to be promoted by the Vendors and for conferring on the Vendors and other parties (if any) the powers necessary to enable them to carry this agreement into effect and in case such sanction and powers shall not be obtained in respect of this agreement either in its present terms or with such variations as may be assented to by the parties hereto on or before the twenty-ninth day of September one thousand nine hundred and twenty-three or such later date as may be agreed in writing between the parties hereto this agreement shall be void and of no effect.

24. Throughout this agreement references to the Vendors' surveyor shall include the Vendors' surveyor for the time being and references to the Company's surveyor shall include the Company's surveyor for the time being.

25. Nothing herein contained shall create or impose any personal liability upon the Vendors or any of them in respect of any loss or debit balance which may appear on the taking of any of the accounts to be taken under the provisions of this agreement in relation to the said land.

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26. Throughout this agreement the expression "the Vendors" shall include the said Lady Mary Annette de Trafford Frederick Bartholomew Stapleton Bretherton and Charles Edmund de Trafford and the survivors and survivor of them and the executors or administrators of such survivor or other the trustees or trustee for the time being of the said will and indentures of resettlement and the De Trafford Estate Acts 1904 and 1914 and persons claiming under or in succession to them.

27. Any and every dispute difference or question which shall at any time arise between the parties hereto touching the construction meaning or effect of this agreement or any clause or thing herein contained or the rights or liabilities of the said parties respectively under this agreement or otherwise howsoever in relation to the premises shall be referred to the arbitration of two persons (one to be appointed by each party to the reference) or their umpire and this shall be deemed to be a submission to arbitration within the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force the provisions whereof shall apply as far as applicable.

In witness whereof the Vendors have hereunto set their hands and seals and the Company have caused their common seal to be hereunto affixed the day and year first before written.

The FIRST SCHEDULE before referred to.

TABLE.

						£
First year	-	-	-	-	-	8,000
Second year	-	-	-	-	-	9,000
Third year	-	-	-	-	-	10,000
Fourth year	-	-	-	-	-	11,000
Fifth year	-	-	-	-	-	12,000
Sixth year	-	-	-	-	-	13,500
Seventh year	-	-	-	-	-	15,000
Eighth year	-	-	-	-	-	16,500
Ninth year	-	-	-	-	-	18,000
Tenth year	-	-	-	-	-	19,000
Eleventh year	-	-	-	-	-	20,000
Twelfth year	-	-	-	-	-	21,500
Thirteenth year	-	-	-	-	-	22,500
Fourteenth year	-	-	-	-	-	23,500

Afterwards 25,000*l.* a year in perpetuity subject to variation in accordance with the provisions in this agreement contained.

The SECOND SCHEDULE before referred to.

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1. Throughout this agreement the expression "cost of development" shall include the cost of the construction maintenance working and turning to account on or in connexion with or for the purposes of the said land of wharves lay-byes docks side basins railways roads buildings bridges sewers drains culverts and other necessary works and the provision maintenance and repair of engines machinery rolling stock and other things necessary for the equipment and working of the wharves docks railways and other works hereinbefore specified and management and working expenses and legal costs and professional charges (including the legal and other costs and expenses of the Company in relation to the sale hereby agreed to be made) and any compensation payable by the Company to any tenants for tenant right or disturbance and any other expenses which the Company may properly incur in the development and working of the said land and all such costs and expenses shall carry compound interest at five pounds per centum per annum with yearly rests to be taken on the first day of January in every year from the dates when the same were respectively incurred.

2.—(1) The Company shall keep a separate set of books in relation to the said land and shall make therein proper and correct entries of all receipts payments and transactions relating to the said land and the development and/or the working thereof and all sales whether for a lump sum or on chief or ground rent and all lettings or other dealings therewith other than lettings for temporary purposes at agricultural rents during the development of the said land. Such books of account shall at all times during business hours be open to the inspection of the Vendors and any accountant or accountants nominated by them who shall be at liberty to make copies of and extracts therefrom.

(2) The cost of development with interest thereon as aforesaid so far as the same shall not have been previously paid or discharged in account shall be a first charge upon all moneys received by the Company for sales for lump sums and on all chief or ground rents reserved on any sales and on the net profits of any development works on or in connexion with the said land.

(3) Separate accounts shall be kept by the Company in the aforesaid books of—

(A) All sales at a lump sum (hereinafter called "the sale account");

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- (B) All chief or ground rents reserved on sales (hereinafter called "the rent account");
- (C) The cost of development as aforesaid (hereinafter called "the development account"); and
- (D) The profits and losses of the operation of all such development works (hereinafter called "the development profit and loss account").

(4) The said accounts shall be made up to the end of each calendar year commencing as from the first day of January one thousand nine hundred and twenty-one and the amounts credited or debited respectively so far as the same shall not be paid or discharged respectively on the taking of the general account hereinafter mentioned carried over to the following year.

(5) There shall not be included in any account between the Vendors and the Company—

- (A) Any dues payable by vessels using the Manchester Ship Canal and any tolls on cargo carried by such vessels;
- (B) Any profits derived by the Company from works erected by the Company on the portions of the said land referred to in clause 4 of this agreement;
- (C) Any rents arising from lettings for temporary purposes at agricultural rents.

3. On each sale made by the Company for a lump sum the following provisions shall have effect that is to say:—

(1) The Vendors shall be credited with—

(A) A sum of five hundred pounds for every acre of the land sold and so in proportion for any greater or less quantity than an acre;

(B) The aggregate of the several amounts by which each half-yearly instalment of the rent (treated as apportioned acreably) actually paid by the Company for the land sold from the said first day of January one thousand nine hundred and twenty-one until the last half-yearly day for payment of rent immediately preceding the date of the completion of the sale shall fall short of a half-yearly instalment of rent for the same land at the rate of twenty-five pounds per acre per annum together with compound interest on each such amount at the rate of five pounds per centum per annum calculated with yearly rests from the half-yearly day when if the rent for such land had been at the rate of twenty-five pounds per acre per annum

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such amount ought to have been paid in addition to the half-yearly instalment of rent then actually paid by the Company and together also with an apportioned part of a rent for the same land at the rate of twenty-five pounds per acre per annum computed from the last half-yearly day for payment of rent immediately preceding the date of the completion of the sale to the last-mentioned date such apportioned part to be in lieu of and in substitution for the apportioned part for the same period of the rent actually payable for the said land :

- (2) The Company shall be credited with a proportionate part of the cost at the rate of five hundred pounds per acre of any land appropriated by the Company for development works enuring for the benefit of the lands sold not being portions of the said land referred to in clause 4 of this agreement such amount in the case of every sale to be decided by agreement between the respective surveyors of the Vendors and the Company and in default of agreement by arbitration under the provision hereinbefore contained.

4. On each sale for a lump sum the Vendors shall by a separate deed and at the expense of the Company release the land sold the Company and the tolls and rates mentioned in clause 2 of this agreement from the rentcharge or a proportionate part of the rentcharge payable in respect thereof under clause 2 of this agreement and so as wholly to extinguish the rentcharge or proportionate part thereof from which such land is expressed to be released but not so as to extinguish or release the remaining part of such rentcharge as regards the remainder of the land subject thereto or the tolls and rates mentioned in clause 2 of this agreement or to prejudice or affect any rights remedies or powers of the Vendors for securing the payment of the unextinguished part of such rentcharge except as regards the land released.

5. On each sale made by the Company for a chief or ground rent the following provisions shall have effect that is to say :—

- (1) The Vendors shall be credited with the like sums as are specified in sub-clause (1) (B) of clause 3 of this schedule :

- (2) The Company shall be credited with—

(A) Interest at five pounds per centum per annum on a proportionate part of the cost at the rate of five hundred pounds per acre of any land appropriated by the Company for development works enuring for

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—

the benefit of the land sold not being portions of the said land referred to in clause 4 of this agreement such amount and the date as from which such interest is to be received to be decided in the case of every sale by agreement between the respective surveyors of the Vendors and the Company and in default of agreement by arbitration under the provision hereinbefore contained and such interest to be continued to be credited as aforesaid so long as the chief or ground rent in consideration of which the land is sold shall continue payable to the Company ;

(B) As from the date of completion of the sale and so long as the chief or ground rent in consideration of which the land is sold shall continue payable to the Company a yearly sum equal to a rent for the land sold at the rate of twenty-five pounds per acre per annum.

6. On any sale for a chief or ground rent the Vendors will by a separate deed and at the expense of the Company release the land sold from the rentcharge payable under clause 2 of this agreement but not so as to extinguish any rentcharge or part of a rentcharge so far as regards the remainder (if any) of the land subject thereto and the tolls and rates mentioned in clause 2 of this agreement or to prejudice or affect any rights powers or remedies of the Vendors for securing the payment of such rentcharge or part thereof except as regards the land released.

7. The Company shall be at liberty at any time to sell for a lump sum any chief or ground rent reserved on any sale and in any such case the following provisions shall have effect :—

- (A) The purchase money shall be transferred to the sale account ;
- (B) The Vendors shall be credited with a sum of five hundred pounds for every acre of land out of which the chief or ground rent sold issues and so in proportion for any greater or less quantity than an acre :
- (C) The amount credited to the Company in respect of such chief or ground rent under subclause (2) (A) of clause 5 of this schedule shall be capitalised at twenty years' purchase and the Company shall be credited with such capitalised sum :
- (D) On each such sale the Vendors shall by a separate deed and at the expense of the Company release the Company and the tolls and rates mentioned in clause 2 of this

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agreement from such portion of the rentcharge payable by the Company under the provisions of such clause as is payable in respect of the portion of the land out of which the chief or ground rent so sold issues :

- (E) The foregoing provisions shall apply *mutatis mutandis* on the sale of any part of any chief or ground rent.

8. The net profit of each year as shown in the development profit and loss account shall be credited to the general account hereinafter mentioned. If such development profit and loss account shall in any year show a loss the amount of such loss shall be debited to the general account and so far as not discharged on the taking of the general account carried over to the following year.

9. A general account shall be taken as at the thirty-first day of December one thousand nine hundred and twenty-one and as at the thirty-first day of December in each succeeding year in which shall appear—

- (A) The cost of development with interest thereon as aforesaid up to the end of the year so far as the same shall not have been paid to the Company or discharged in account on the taking of the general account as at any prior thirty-first day of December and the loss (if any) on the year arising from the operation of development works as aforesaid together with any loss carried over from any previous year; and
- (B) The gross receipts of the year in respect of sales for a lump sum whether of land (including additional consideration moneys payable by the Company under clause 4 of this agreement) or of chief or ground rents and of chief or ground rents reserved on sales (whether during that year or previously) and the net profits (if any) of the year arising from the operation of development works as aforesaid ;
- (C) The amounts with which the Vendors and the Company are respectively entitled to be credited in pursuance of the terms of this agreement.

The total amount under heading (B) shall be applied as follows namely :—

First in discharge so far as the same shall be sufficient of the total amount under heading (A) (interest and loss (if any) on the development profit and loss account in case of a deficiency being paid in priority to capital) ;

Secondly in payment to the Vendors of all sums credited to them in respect of the items specified in subclause (1) of clause 3 and subclause (1) of clause 5

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of this schedule respectively and subclause (B) of clause 7 of this schedule; and

Thirdly in payment to the Company of all sums credited to them in respect of the items specified in subclause (2) of clause 3 and subclause (2) of clause 5 of this schedule and subclause (c) of clause 7 of this schedule The surplus (if any) shall be divided between the Vendors and the Company in equal shares.

The said general account shall be taken by the chartered accountants or other persons employed for the time being as auditors by the Company and submitted to the accountants for the time being of the Vendors for approval and the amounts payable to the Vendors as aforesaid shall be paid by the Company within twenty-eight days from the taking of the said account.

10. The following provisions shall have effect with regard to all sales of the said land whether for a lump sum or on chief or ground rents namely:—

- (A) The Company shall give notice in writing of all sales to the Vendors' surveyor within fourteen days after the completion thereof:
- (B) In the case of sales of fifty acres or upwards the Company shall give notice in writing to the Vendors' surveyor of their intention to sell not less than fourteen days before the signing of any contract.

Signed sealed and delivered by Lady Mary Annette de Trafford in the presence of

HERBERT S. WILSON

Clerk to Messrs. Taylor Kirkman and
Mainprice
Solicitors
Manchester

MARY ANNETTE
DE TRAFFORD.

L.S.

And by Frederick Bartholomew Stapleton Bretherton in the presence of—

AUBERON STOURTON

Souldern
Banbury.

FREDK. B.
STAPLETON
BRETHERTON
(Major).

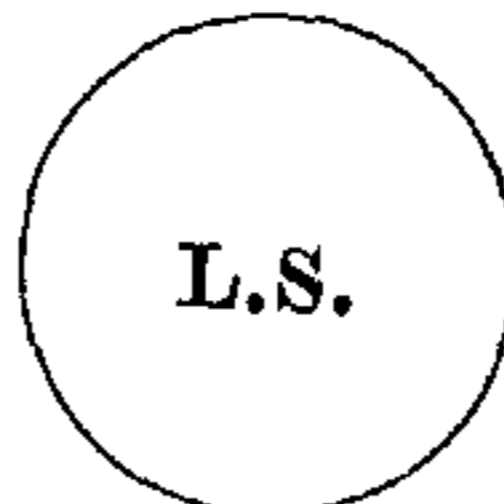
L.S.

And by Charles Edmund de Trafford in the presence of

HILDA DE TRAFFORD
Hothorpe
Rugby (spinster).

C. EDMUND DE TRAFFORD.

A.D. 1921.



The common seal of the Manchester Ship Canal Company was hereunto affixed in the presence of

W. C. BACON } Directors.
E. LATIMER }
F. A. EYRE Secretary.



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